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Chrome Hearts LLC*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CHROME HEARTS LLC, a Delaware Limited Liability Company, Plaintiff,  
vs.  
DAISO CALIFORNIA LLC, a California Limited Liability Company; and DOES 1-10, inclusive, Defendants.

) CASE NO.  
) PLAINTIFF'S COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF  
) 1. TRADEMARK INFRINGEMENT;  
) 2. FALSE DESIGNATIONS OF ORIGIN AND FALSE DESCRIPTIONS;  
) 3. COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION;  
) 4. COPYRIGHT INFRINGEMENT  
) JURY TRIAL DEMANDED

**Plaintiff Chrome Hearts LLC** for its claims against **Defendant Daiso California LLC** respectfully alleges as follows:

## **JURISDICTION AND VENUE**

1. Plaintiff files this action against Defendant for trademark infringement under the Lanham Trademark Act of 1946, 15 U.S.C. §1051 et seq. (the “Lanham Act”) as well as copyright infringement under 17 U.S.C. § 101, et seq., and related claims of trademark infringement and unfair competition under the statutory and

1 common law of the State of California. This Court has subject matter jurisdiction over  
2 the trademark and copyright infringement claims under 28 U.S.C. §§1331 and 1338(a).

3 2. This Court has supplemental jurisdiction over the claims in this  
4 Complaint which arise under state statutory and common law pursuant to 28 U.S.C. §  
5 1367(a), since the state law claims are so related to the federal claims that they form  
6 part of the same case or controversy and derive from a common nucleus of operative  
7 facts.

8 3. This Court has personal jurisdiction over Defendant because Defendant is  
9 incorporated in the state of California and regularly conduct business within the state  
10 of California.

11 4. This action arises out of wrongful acts, including advertising, offering for  
12 sale, selling and distributing products by Defendant within this judicial district. Venue  
13 is proper in this district pursuant to 28 U.S.C. §1391 because the claims asserted arise  
14 in this district.

15 **THE PARTIES**

16 5. Plaintiff Chrome Hearts LLC (“Chrome Hearts”) is a limited liability  
17 company organized and existing under the laws of the state of Delaware, with an office  
18 and principal place of business at 915 North Mansfield Avenue, Los Angeles,  
19 California 90038.

20 6. Upon information and belief, Defendant Daiso California LLC is a limited  
21 liability company duly organized and existing under the laws of the state of California  
22 with an office and principal place of business at 26523 Danti Ct, Hayward California  
23 94545. Plaintiff further alleges upon information and belief that Daiso California LLC  
24 is the United States subsidiary of Daiso Industries Co., Ltd., a foreign corporation  
25 based in Hiroshima, Japan.

26 7. Plaintiff is unaware of the names and true capacities of Defendants,  
27 whether individual, corporate and/or partnership entities named herein as DOES 1  
28 through 10, inclusive, and therefore sues them by their fictitious names. Plaintiff will

1 seek leave to amend this complaint when their true names and capacities are  
2 ascertained. Plaintiff is informed and believes and based thereon alleges that said  
3 Defendant and DOES 1 through 10, inclusive, are in some manner responsible for the  
4 wrongs alleged herein, and that at all times referenced each was the agent and servant  
5 of the other Defendants and was acting within the course and scope of said agency and  
6 employment.

7       8. Plaintiff is informed and believes, and based thereon alleges, that at all  
8 relevant times herein, Defendant and DOES 1 through 10, inclusive, knew or  
9 reasonably should have known of the acts and behavior alleged herein and the damages  
10 caused thereby, and by their inaction ratified and encouraged such acts and behavior.  
11 Plaintiff further alleges that Defendant and DOES 1 through 10, inclusive, have a non-  
12 delegable duty to prevent or cause such acts and the behavior described herein, which  
13 duty Defendant and DOES 1 though 10, inclusive, failed and/or refused to perform.

14                   **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

15                   **A. The Chrome Hearts Brand and its Marks**

16       9. Chrome Hearts has been engaged in the design, manufacture, and sale of  
17 artistically styled leather goods, apparel, jewelry, and accessories since 1988.

18       10. Chrome Hearts is the owner of the word/mark “CHROME HEARTS” as  
19 well as a variety of other federal trademark and copyright comprising the Chrome  
20 Hearts mark and assorted design components.

21       11. Chrome Hearts sells a wide variety of quality artistic products, including  
22 leather pants, leather jackets, leather vests, sterling silver jewelry, including necklaces,  
23 bracelets, rings and wallet chains, belt buckles, fabric apparel, bags and a wide  
24 collection of other products, including furniture, eyewear, and crystal ware.

25       12. Entertainers, such as Madonna, Arnold Schwarzenegger, Karl Lagerfeld,  
26 Cher, Kate Hudson, Tom Brady, David Beckham, and Lenny Kravitz can all be seen in  
27 Chrome Hearts’s fashions. Chrome Hearts products are sold in the exclusive  
28 CHROME HEARTS stores throughout the world and in select specialty stores, such as

1 Colette of Paris, Bergdorf Goodman in New York and the United Arrows and  
2 Selfridges in London.

3       13. In 1993, the Council of Fashion Designers of America (“CFDA”)  
4 presented Chrome Hearts with an unsolicited award as designer of the year for its  
5 innovated accessories and jewelry designs.

6       14. Virtually all Chrome Hearts® products, including clothing, denim, leather  
7 goods, furniture, and jewelry, are handmade in Los Angeles by Chrome Hearts’s  
8 craftsmen. The level of expert workmanship exercised by these individuals is superior  
9 and conforms with the strict standards established by Chrome Hearts.

10      15. Works designed by Chrome Hearts have been praised and recognized in  
11 numerous articles appearing in both trade publications and publications directed to the  
12 general public around the world, including articles in the United States, Germany,  
13 Japan and France. These articles have acclaimed the high artistry, fashion and style of  
14 Chrome Hearts’s designs and the uniqueness of the designs.

15           **B. Defendant’s Infringing Conduct**

16      16. Upon information and belief, Chrome Hearts hereon alleges that Daiso  
17 California LLC is the United States subsidiary of Daiso Industries Co., Ltd., a foreign  
18 corporation based in Hiroshima, Japan that develops, distributes, advertises, markets,  
19 offers for sale, and sells a variety of products via its DAISO retail stores and online  
20 marketplace – [www.daisojapan.com](http://www.daisojapan.com). Since opening its first store in the United States  
21 in 2005, there are now over sixty (60) DAISO stores across Washington, California,  
22 and Texas.

23      17. The present lawsuit arises from Defendant’s sale of accessories, including  
24 phone wallets that bear counterfeit reproductions of the CH Plus Mark (“Infringing  
25 Products”) at DAISO retail stores, including those within this judicial district.



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9 18. Chrome Hearts is informed and believes and hereon alleges that  
10 Defendant has sold products bearing confusingly similar reproductions of Chrome  
11 Hearts's federally registered trademarks and copyrighted works in an effort to exploit  
12 Chrome Hearts's reputation in the market.  
13

14 19. Chrome Hearts has not granted a license or any form of permission to  
15 Defendant with respect to its trademarks, copyrighted works, trade dresses, or other  
16 intellectual property.  
17

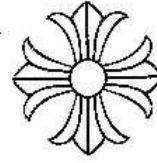
#### **FIRST CLAIM FOR RELIEF**

##### **(Federal Trademark Infringement – 15 U.S.C. § 1114)**

18 20. Chrome Hearts incorporates herein by reference the averments of the  
19 preceding paragraphs as though fully set forth herein.  
20

21 21. Chrome Hearts is the owner of the word/mark “CHROME HEARTS” as  
22 well as a variety of other federal trademark registrations comprising the Chrome  
23 Hearts mark.  
24

25 22. One of Chrome Hearts' most iconic and well recognized trademarks is the  
26 “CH Plus Mark” (shown below), federal trademark registrations of which include in  
27 relevant part U.S. Reg. No. 3,388,911 (for clothing), U.S. Reg. No. 3,385,449 (for  
28 jewelry), and U.S. Reg. No. 3,743,975 (for bags including wallets).  
29



23. Registrations to Chrome Hearts's CH Plus Mark are in full force and effect and have been used continuously since their respective first dates of use. Indeed many of the registrations to the CH Plus Mark are incontestable by virtue of their registrations and continuous use in commerce for more than five years.

24. The CH Plus Mark is nationally recognized, including within the Central District of California, as being affixed to goods and merchandise coming from Chrome Hearts.

25. Defendant's use of marks substantially indistinguishable and/or confusingly similar to the CH Plus Mark on the Infringing Products is likely to lead to and result in consumer confusion, mistake or deception, and are likely to cause the public to believe that Chrome Hearts has produced, sponsored, authorized, licensed or is otherwise connected or affiliated with Defendant's commercial and business activities, all to the detriment of Chrome Hearts.

26. Defendant's infringement of the CH Plus Mark is without Chrome Hearts's permission or authority and in total disregard of Chrome Hearts's rights to control its trademarks.

27. Upon information and belief, Defendant's acts are deliberate and intended to confuse the public as to the source of Defendant's goods or services and to injure Chrome Hearts and reap the benefit of Chrome Hearts's goodwill associated with Chrome Hearts's trademarks.

28. As a direct and proximate result of Defendant's infringing conduct, Chrome Hearts has been injured and will continue to suffer injury to its business and reputation unless Defendant is restrained by this Court from selling the Infringing Products and otherwise infringing on Chrome Hearts's registered trademarks.

29. Chrome Hearts has no adequate remedy at law.

1       30. In light of the foregoing, Chrome Hearts is entitled to injunctive relief  
2 prohibiting Defendant from using any of the CH Plus Mark, and/or any marks identical  
3 and/or confusingly similar thereto, and to recover from Defendant all damages,  
4 including attorneys' fees, that Chrome Hearts has sustained and will sustain as a result  
5 of such infringing acts, and all gains, profits and advantages obtained by Defendant as  
6 a result thereof, in an amount not yet known, as well as the costs of this action pursuant  
7 to 15 U.S.C. § 1117(a), attorneys' fees and treble damages pursuant to 15 U.S.C. §  
8 1117(b), and/or statutory damages pursuant to 15 U.S.C. § 1117(c).

## **SECOND CLAIM FOR RELIEF**

**(False Designations of Origin and False Descriptions – 15 U.S.C. § 1125(a))**

11       31. Chrome Hearts incorporates herein by reference the averments of the  
12 preceding paragraphs as though fully set forth herein.

32. Defendant's unauthorized use of marks substantially indistinguishable  
and/or confusingly similar to the CH Plus Mark on the Infringing Products in interstate  
commerce and advertising relating to same constitutes false designation of origin and a  
false representation that the goods are manufactured, offered, sponsored, authorized,  
licensed by or otherwise connected with Chrome Hearts or come from the same source  
as Chrome Hearts's goods when in fact they do not.

19       33. Defendant's use of the CH Plus Mark is without Chrome Hearts's  
20 permission or authority and in total disregard of Chrome Hearts's rights to control its  
21 trademarks.

22       34. Defendant's infringing activities are likely to lead to and result in  
23 confusion, mistake or deception, and are likely to cause the public to believe that  
24 Chrome Hearts has produced, sponsored, authorized, licensed or is otherwise  
25 connected or affiliated with Defendant's commercial and business activities, all to the  
26 detriment of Chrome Hearts.

35. Chrome Hearts has no adequate remedy at law.

1       36. In light of the foregoing, Chrome Hearts is entitled to injunctive relief  
2 prohibiting Defendant from using any of the CH Plus Mark, and/or any marks identical  
3 and/or confusingly similar thereto, and to recover from Defendant all damages,  
4 including attorneys' fees, that Chrome Hearts has sustained and will sustain as a result  
5 of such infringing acts, and all gains, profits and advantages obtained by Defendant as  
6 a result thereof, in an amount not yet known, as well as the costs of this action pursuant  
7 to 15 U.S.C. § 1117(a).

### **THIRD CLAIM FOR RELIEF**

### **(Common Law Trademark Infringement and Unfair Competition)**

10       37. Chrome Hearts incorporates herein by reference the averments of the  
11 preceding paragraphs as though fully set forth herein.

12       38. Chrome Hearts owns and enjoys common law trademark rights to the CH  
13 Plus Mark in California and throughout the United States.

14       39. Defendant's misappropriation of Chrome Hearts's common law  
15 trademarks was intended to capitalize on Chrome Hearts's goodwill for Defendant's  
16 own pecuniary gain. Chrome Hearts has expended substantial time, resources and  
17 effort to obtain an excellent reputation for itself and its family of marks. As a result of  
18 Chrome Hearts's efforts, Defendant is now unjustly enriched and is benefiting from  
19 property rights that rightfully belong to Chrome Hearts.

20       40. Defendant's unauthorized use of the CH Plus Mark has caused and is  
21 likely to cause confusion as to the source of Defendant's products, all to the detriment  
22 of Chrome Hearts.

23       41. Defendant's acts are willful, deliberate, and intended to confuse the public  
24 and to injure Chrome Hearts.

25       42. Defendant's acts constitute unfair competition under California common  
26 law.

43. Chrome Hearts has been irreparably harmed and will continue to be irreparably harmed as a result of Defendant's infringing activities unless Defendant are permanently enjoined from its infringing conduct.

44. The conduct herein complained of was extreme, outrageous, fraudulent, and was inflicted on Chrome Hearts in reckless disregard of Chrome Hearts's rights. Said conduct was despicable and harmful to Chrome Hearts and as such supports an award of exemplary and punitive damages in an amount sufficient to punish and make an example of Defendant and to deter it from similar such conduct in the future.

45. Chrome Hearts has no adequate remedy at law.

46. In light of the foregoing, Chrome Hearts is entitled to injunctive relief prohibiting Defendant from using the CH Plus Mark to recover all damages, including attorneys' fees, that Chrome Hearts has sustained and will sustain and all gains, profits and advantages obtained by Defendant as a result of its infringing acts alleged above in an amount not yet known, and the costs of this action.

## **FOURTH CLAIM FOR RELIEF**

**(Copyright Infringement – 17 U.S.C. § 501)**

47. Chrome Hearts incorporates herein by reference the averments of the preceding paragraphs as though fully set forth herein.

48. In addition to owning numerous trademark registrations to its various marks, Chrome Hearts also owns several copyright registrations, including in relevant part a copyright registration to the CH Plus (identified as “Cross #4” in Copyright Registration No. VA 705-233, which is attached hereto and incorporated herein as Exhibit A).

49. As the owner of the CH Plus Copyright, Chrome Hearts is entitled to exclusive use thereof without the unauthorized use by third parties.

50. Given the widespread popularity of the CH Plus Copyright and the striking similarity between said work and the rivet/hardware on the Infringing Products, Defendant had access to the CH Plus Copyright and upon information and

belief have knowingly infringed upon one or more of them by manufacturing, distributing and selling products bearing marks which are substantially similar to the CH Plus Copyright, in violation of 17 U.S.C. § 501.

51. Upon information and belief, Defendant has intentionally, knowingly and willfully copied the CH Plus Copyright to benefit from the widespread customer recognition and acceptance of said mark and to capitalize upon the market created by Chrome Hearts for its designs.

52. Upon information and belief, the aforesaid infringement by Defendant of the CH Plus Copyright was and continues to be with the knowledge that such designs are copyrighted and Defendant, in doing the acts complained of herein, have willfully infringed upon Chrome Hearts's rights under the Copyright Laws of the United States, Title 17 U.S.C. § 101, et seq.

53. Defendant's infringement of the CH Plus Copyright is to the great and irreparable damage of Chrome Hearts, and Chrome Hearts is informed and believes, as indicated, that Defendant will continue such infringement unless enjoined by this Court.

54. Chrome Hearts has no adequate remedy at law.

55. In light of the foregoing, Chrome Hearts is entitled to injunctive relief prohibiting Defendant from using the CH Plus Copyright or any designs identical and/or substantially similar thereto for any purpose, and to recover from Defendant all damages, including attorneys' fees, that Chrome Hearts has sustained and will sustain as a result of such infringing acts, and all gains, profits and advantages obtained by Defendant as a result thereof, in an amount not yet known, as well as the costs of this action pursuant to 17 U.S.C. § 504(b), or in the alternative statutory damages pursuant to 17 U.S.C. § 504(c), and/or any additional damages pursuant to 17 U.S.C. § 504(d).

## **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully prays that this Court enter judgment in its favor and against Defendant as follows:

1       1. Entry of an ORDER granting temporary, preliminary and permanent  
2 injunctive relief restraining and enjoining Defendant and its respective officers, agents,  
3 employees, and attorneys, and all those persons or entities in active concert or  
4 participation with it from:

5                 (a) manufacturing, importing, advertising, marketing, promoting,  
6 supplying, distributing, offering for sale, or selling Infringing Products and/or any  
7 other products that bear marks/designs identical to, confusingly similar to, and/or  
8 substantially similar to the CH Plus Mark/Copyright;

9                 (b) engaging in any other activity constituting unfair competition with  
10 Chrome Hearts, or acts and practices that deceive consumers, the public, and/or trade,  
11 including without limitation, the use of designations and design elements associated  
12 with Chrome Hearts;

13                 (c) committing any other act which falsely represents or which has the  
14 effect of falsely representing that the goods and services of Defendant is licensed by,  
15 authorized by, offered by, produced by, sponsored by, or in any other way associated  
16 with Chrome Hearts;

17                 (d) knowingly assisting, aiding or attempting to assist or aid any other  
18 person or entity in performing any of the prohibited activities referred to in Paragraphs  
19 (a) through (c) above.

20       2. Entry of an ORDER directing Defendant to recall from any distributors  
21 and retailers and to deliver to Chrome Hearts for destruction, or other disposition, all  
22 remaining inventory of the Infringing Products, in addition to any other goods that  
23 infringe upon Chrome Hearts's rights to the CH Plus Mark/Copyright, including all  
24 advertisements, promotional and marketing materials therefore, as well as means of  
25 making same in its possession or under its control;

26       3. Entry of an ORDER directing Defendant to disclose its supplier(s) and  
27 manufacturer(s) of the Infringing Products and provide all documents, correspondence,  
28 receipts, and invoices associated with the purchase of the Infringing Products;

1       4. Entry of an ORDER for an accounting by Defendant of all gains, profits,  
2 and/or advantages derived from its infringing acts;

3       5. Entry of an ORDER directing Defendant to file with this Court and serve  
4 on Chrome Hearts within ten (10) days after entry of the injunction a report in writing,  
5 under oath setting forth in detail the manner and form in which Defendant has  
6 complied with the injunction;

7       6. Award of Defendant's profits and all damages sustained by Chrome  
8 Hearts as a result of Defendant's wrongful acts, and such other compensatory damages  
9 as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a) and  
10 17 U.S.C. § 504(b), or in the alternative should Chrome Hearts so elect, an award of  
11 statutory damages pursuant to 15 U.S.C. §1117(c) and 17 U.S.C. § 504(c) to Chrome  
12 Hearts

13       7. Award of treble damages in the amount of Defendant's profits or Chrome  
14 Hearts Marks' damages, whichever is greater, for willful infringement pursuant to 15  
15 U.S.C. § 1117(b);

16       8. Award of applicable interest, costs, disbursements and attorneys' fees,  
17 pursuant to 15 U.S.C. § 1117(b) and 17 U.S.C. § 505 to Chrome Hearts;

18       9. Award of punitive damages to Chrome Hearts in connection with its  
19 California state and common law claims;

20       10. Such other relief as may be just and proper.

22 Dated:      August 11, 2017

BLAKELY LAW GROUP

24           By:    /s/ Cindy Chan  
25                   Brent H. Blakely  
26                   Cindy Chan  
27                   Attorneys for Plaintiff  
28                   Chrome Hearts LLC

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Chrome Hearts LLC hereby demands a trial by jury as to all claims in this litigation.

Dated: August 11, 2017

## BLAKELY LAW GROUP

By: /s/ Cindy Chan  
Brent H. Blakely  
Cindy Chan  
*Attorneys for Plaintiff*  
*Chrome Hearts LLC*

# EXHIBIT A

## CERTIFICATE OF REGISTRATION

Case 2:17-cv-05976-PSG-JC Document 1 Filed 08/11/17 Page 15 of 17 Page ID #:15



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

FORM VA

For a Work of the Visual Arts  
UNITED STATES COPYRIGHT OFFICE

VA 705-233



EFFECTIVE DATE OF REGISTRATION

MAY 28 1995

Month

Day

Year

REGISTER OF COPYRIGHTS  
United States of America

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

## TITLE OF THIS WORK ▼

Cross # 4

NATURE OF THIS WORK ▼ See instructions

JEWELRY DESIGN

## PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

## NAME OF AUTHOR ▼

a CHROME HEARTS, INC.

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

 Yes No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ► U.S.A.

Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes," see detailed instructions

Anonymous?  Yes  NoPseudonymous?  Yes  No

## NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- 3-Dimensional sculpture
- 2-Dimensional artwork
- Reproduction of work of art
- Design on sheetlike material

- Map
- Photograph
- Jewelry design

- Technical drawing
- Text
- Architectural work

## ME OF AUTHOR ▼

DATES OF BIRTH AND DEATH  
Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?

 Yes No

## AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR { Citizen of ►

Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

If the answer to either of these questions is "Yes," see detailed instructions

Anonymous?  Yes  NoPseudonymous?  Yes  No

## NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- 3-Dimensional sculpture
- 2-Dimensional artwork
- Reproduction of work of art
- Design on sheetlike material

- Map
- Photograph
- Jewelry design

- Technical drawing
- Text
- Architectural work

## YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

1990

This information must be given in all cases.

## DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information Month ► November Day ► 7 Year ► 1990

U.S.A.

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

CHROME HEARTS, INC.

937 North Citrus Avenue  
Hollywood, California 90038

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

DO NOT WRITE HERE  
OFFICE USE ONLY

ONE DEPOSIT RECEIVED

MAR 28 1995

TWO DEPOSITS RECEIVED

REMITTANCE NUMBER AND DATE

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.

• See detailed instructions

• Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of \_\_\_\_\_ pages

See instructions  
before completing  
this space.

EXAMINED BY *JM*CHECKED BY *13*

CORRESPONDENCE  
Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

 Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼

- a.  This is the first published edition of a work previously registered in unpublished form.
- b.  This is the first application submitted by this author as copyright claimant.
- c.  This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

6

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

See instructions  
before completing  
this space.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ ROBBINS, BERLINER &amp; CARSON Account Number ▼ DA 026964

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

John P. Spitals

c/o ROBBINS, BERLINER & CARSON  
201 N. Figueroa Street, 5th Floor  
Los Angeles, California 90012-2628

Area Code and Telephone Number ▶ (213) 977-1001

Be sure to  
give your  
daytime phone  
number

CERTIFICATION\* I, the undersigned, hereby certify that I am the

Check only one ▼

 author other copyright claimant owner of exclusive right(s) authorized agent of CHROME HEARTS, INC.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

8

of the work identified in this application and that the statements made  
by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

John P. Spitals

date ▶ March 24, 1995



Handwritten signature (X) ▶

MAIL  
CERTIFI-  
CATE TO

Name ▼

John P. Spitals, c/o

ROBBINS, BERLINER &  
CARSONCertificate  
will be  
mailed in  
window  
envelope

Number/Street/Apartment Number ▼

201 N. Figueroa Street, 5th Floor

City/State/ZIP ▼

Los Angeles, California 90012-2628

## YOU MUST:

• Complete all necessary spaces

• Sign your application in space 8

SEND ALL 3 ELEMENTS  
IN THE SAME PACKAGE!

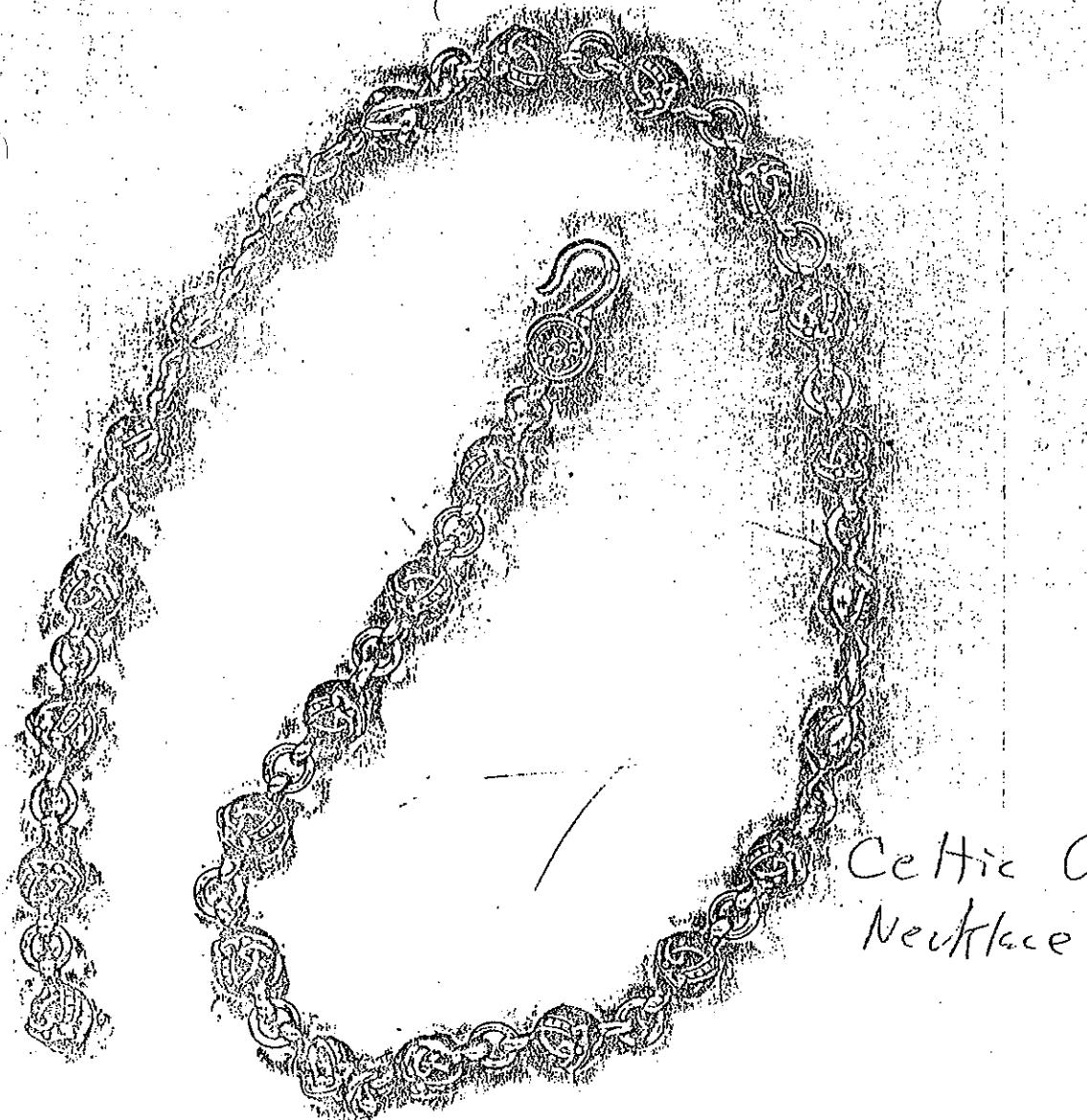
1. Application form
2. Nonrefundable \$20 filing fee  
in check or money order  
payable to Register of Copyrights
3. Deposit material

## MAIL TO:

Register of Copyrights  
Library of Congress  
Washington, D.C. 20559

9

The Copyright Office  
has the authority to ad-  
just fees at 5-year inter-  
vals, based on changes  
in the Consumer Price  
Index. The next adjust-  
ment is due in 1996.  
Please contact the  
Copyright Office after  
July 1995 to determine  
the actual fee schedule.



Celtic Chain  
Necklace

Celtic  
Pendant



#4 Cross Button



Celtic  
Button



Flora/  
Cross